

PROFESSIONAL SERVICES CONTRACT

Contract #00000000000000000000XXXXX

This Contract ("**Contract**"), entered into by and between Indiana Family & Social Services Administration, Office of Medicaid Policy and Planning (the "**State**" or "**FSSA**" or "**OMPP**") and XXXXX (the "**Contractor**" or "**Medicare Advantage Organization**" or "**MAO**"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Contractor shall provide care coordination services to qualified Medicaid recipients who have Medicare Part A and Part B coverage and reside in the Contractor's MAO Service Area. A detailed list of duties is set forth in **Exhibit 1 – ACKNOWLEDGEMENT OF AWARENESS, SERVICES TO BE PROVIDED**, and the MAO Service Area is described in **EXHIBIT 2 – Dual Eligibility Categories and SERVICE AREA**, both of which are attached hereto and incorporated herein.

2. Consideration.

- A. The MAO shall pay to the Data Provider (currently Gainwell) and the direct costs for the retrieval of the data described herein. "Direct Costs" shall be defined as 105% of the sum of the reasonable cost for any modifications or changes to the process. The State shall neither pay nor receive any funds under this agreement. All payment interaction shall be between the MAO and the Data Provider.
- B. Any modification costs incurred by the MAO stemming from changes in the process for generating the data will be paid by the MAO. Modification requirements may be the result of changes in software, programming, or Medicaid policy that have been approved by the State.
- C. For members in the eligibility categories of QMB, QMB+, SLMB+ and full dual, services that are reimbursed by both Medicare and Medicaid for dual-eligible members, such as physicians' services for which Medicaid pays the Medicare copayment, the MAO shall require that participating providers do one of the following:
 - 1) Accept the payment from the MAO as payment in full; or
 - 2) Bill the state Medicaid agency for the Medicare cost-share portion and accept the payments received from the MAO and Medicaid (if any) as payment in full.
- D. The MAO agrees that dual-eligible persons enrolled in the Plan will not be held liable for Medicare Part A and Medicare Part B cost sharing when the State is responsible for paying such amounts.

The State will provide the MAO access to the state's eligibility portal for purposes of confirming Medicaid eligibility, and Medicaid provider information via the Data Provider.

3. Term.

- A. This Contract shall be effective for a period of **one (1) year** unless terminated by either party in accordance with the terms of this Contract. It shall commence on **January 01, 2022** and shall remain in effect through **December 31, 2022**. The effective date of termination is dependent on any pertinent CMS requirements, including CMS requirements related to notification of Dual-eligible Members.
- B. In the event of termination pursuant to this Section, the State will continue to provide the MAO access through the end of the D-SNP plan year to the state's eligibility portal for

purposes of confirming Medicaid eligibility, and Medicaid provider information via the Data Provider.

- C. The Contractor shall give advance written notice of termination, or intent not to renew, to the State a minimum of one hundred eighty (180) calendar days prior to termination. The effective date of the termination shall be no earlier than the last day of the month in which the one hundred and eightieth (180th) day falls.

4. Access to Records.

Deleted.

5. Assignment; Successors.

Deleted.

6. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits.

Deleted.

8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work.

Deleted.

10. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards,

the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
 - in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) (will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment.

Deleted.

12. Confidentiality, Security and Privacy of Personal Information.

Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.

- A. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- C. If Contractor is deemed a Business Associate to the State, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract.
- D. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further:
 - 1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract or as required by law. Contractor understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Contract shall be construed to permit Contractor use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Contractor under this Contract or otherwise cause the State to be non-

compliant with the HIPAA Privacy Rule.

- 2) Contractor understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. Upon the State's reasonable request, Contractor will review such safeguards with the State. Contractor will implement the following HIPAA requirements for any forms of PHI or PII that the Contractor receives, maintains, or transmits on behalf of the State:
 - a) Administrative safeguards under 45 CFR 164.308;
 - b) Physical safeguards under 45 CFR 164.310;
 - c) Technical safeguards under 45 CFR 164.312; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Contractor understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Contract, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Contractor's safekeeping (in violation of this Contract and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PHI and/or PII in Contractor's safekeeping:
 - a) Contractor shall notify the State of the Security Incident within seventy-two (72) hours of when Contractor discovered the Security Incident unless the Security Incident involves information containing Social Security numbers—in which case the Contractor shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery pursuant to "Section N: Confidentiality of State Information below; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within seventy-two (72) hours or one (1) business day based on the type of Security Incident.
 - b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond either the seventy-two hour requirement for Security Incidents not involving disclosure of Social Security numbers

or the one business day requirement for those that do, the Contractor will notify the FSSA Privacy & Security Office within the relevant timeframe of gaining actual knowledge of a breach.

- c) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Contractor personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Contractor accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Contractor will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Contractor is directed to do so by the FSSA Privacy & Security Office.
- g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective

actions.

- F. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, or transmit State PHI/PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Contractor has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Contractor). In situations in which Contractor does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Contractor shall make available to HHS and/or the State, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by the State or upon termination of this Contract, Contractor will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State, including PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf and Contractor shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Contractor will not retain any copies of any such PHI and PII and shall warrant same in writing. Contractor is subject to the Employee Retirement Income Security Act of 1974 (ERISA). As such, the Contractor is required by ERISA to retain applicable records for a period of not less than six (6) years. Contractor agrees to retain only the minimum amount of PHI and/or PII necessary to fulfill its lawful obligations under ERISA. Contractor agrees to return or securely destroy all such PHI and/or PII immediately upon completion of the required retention period under ERISA. Contractor will warrant in writing that it has returned or destroyed such PHI and/or PII to the State upon completion of the required retention period. During the mandatory ERISA record retention period, Contractor agrees to maintain the privacy protections required under this Contract for as long as the Contractor maintains such PHI and/or PII.
- J. At the sole discretion of the State, the State may terminate this Contract for Contractor's material breach of this Section 12.
- K. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will

comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Contractor will report any unauthorized disclosures of such information in compliance with Section 12.F.

- M. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract. The Contractor shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- N. Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- O. Contractor shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this contract. Contractor is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

13. Continuity of Services.

Deleted.

14. Debarment and Suspension.

Deleted.

15. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting

opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of

the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option.

Deleted.

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance.

This information has been incorporated into Clause 12.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance.

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to

starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
		NONE			

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

Deleted.

29. Key Person(s).

Deleted.

30. Licensing Standards.

Deleted.

31. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by the Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
		NONE			

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to the Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against

any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Care Programs Director
Indiana Family and Social Services Administration
Office of Medicaid Policy and Planning
402 W. Washington Street, W374
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

XXXXX

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, and (2) attachments prepared by the State. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract,

the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

The Contractor shall not receive payments from the State for services provided under this Contract.

38. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports.

Deleted.

40. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1) Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3) Make progress so as to endanger performance of this Contract; or
 - 4) Perform any of the other provisions of this Contract.
- B. Deleted.
- C. Deleted.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel.

Deleted.

48. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

- 4. Access to Records. *Deleted.*
- 5. Assignment: Successors. *Deleted.*
- 7. Audits. *Deleted.*
- 9. Changes of Work. *Deleted.*
- 11. Condition of Payments. *Deleted.*
- 12. Confidentiality, Security and Privacy of Personal Information. *Modified.*
- 13. Continuity of Services. *Deleted.*
- 14. Debarment and Suspension. *Deleted.*
- 19. Employment Option. *Deleted.*
- 23. HIPAA Compliance. Incorporated into Clause 12.
- 28. Insurance. *Deleted.*
- 29. Key Persons. *Deleted.*
- 30. Licensing Standards. *Deleted.*
- 37. Payments. *Modified.*
- 39. Progress Reports. *Deleted.*
- 46. Termination for Default. *Deleted Parts B & C.*
- 47. Travel. *Deleted.*
- 51. Federal Requirements. *Added.*

51. Federal Requirements

The Contractor must comply with the following Federal provisions:

A. Prevention and Fraud Abuse

In accordance with 42 U.S.C. 1396a(a)(68), Contractor shall establish and disseminate, to its employees (including management), subcontractors, and agents, written policies that provide detailed information about federal and state False Claims Acts, whistleblower protections, and Contractor policies and procedures for preventing and detecting fraud and abuse. The written policies described in this paragraph may be on paper or in electric form and must be adopted by the subcontractors and agents of the Contractor. If Contractor maintains an employee handbook, the Contractor shall provide the described information specifically in the employee handbook.

In any inspection, review, or audit of the Contractor by (or at the behest of) the State or federal government, the Contractor shall provide upon request copies of its written policies regarding fraud, waste, and abuse. Contractor shall submit to OMPP a corrective action plan within sixty days (60) if the Contractor is found not to be in compliance with any part of the requirements stated in this paragraph. If Contractor is required to submit a corrective action plan and does not do so within sixty (60) days, the state may withhold payment to the Contractor until a corrective action plan is received.

B. Assurance of Compliance with Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Title IX of the Education Amendments of 1972

The Contractor agrees that it, and all of its subcontractors and providers, will comply with the following:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
3. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

4. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Contractor further recognizes that the United States shall have the right to seek judicial enforcement of this assurance.

C. Conveyance of Documents and Continuation of Existing Activity

Should the Contract for whatever reason, (i.e. completion of a contract with no renewal, or termination of service by either party), be discontinued and the activities as provided for in the Contract for services cease, the Contractor and any subcontractors employed by the terminating Contractor in the performance of the duties of the Contract shall promptly convey to the State of Indiana, copies of all vendor working papers, data collection forms, reports, charts, programs, cost records and all other material related to work performed on this Contract. The Contractor and the Office shall convene immediately upon notification of termination or non-renewal of the Contract to determine what work shall be suspended, what work shall be completed, and the time frame for completion and conveyance. The Office will then provide the Contractor with a written schedule of the completion and conveyance activities associated with termination. Documents/materials associated with suspended activities shall be conveyed by the Contractor to the State of Indiana upon five days' notice from the State of Indiana. Upon completion of those remaining activities noted on the written schedule, the Contractor shall also convey all documents and materials to the State of Indiana upon five days' notice from the State of Indiana.

D. Environmental Standards

If the contract amount set forth in this Contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Part 1532), which prohibit the use under non-exempt Federal contracts of facilities included on the EPA List of Violating Facilities. The Contractor shall report any violations of this paragraph to the State of Indiana and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

E. Lobbying Activities

Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

F. Financial Disclosure

The Contractor agrees that it has disclosed, and shall as necessary in the future disclose to the State the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. If the Contractor is not subject to periodic survey under § 455.104(b)(2) it must disclose to the State, prior to enrolling, the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. Additionally, under § 455.104(a)(2), the Contractor must disclose whether any of the named persons is related to another as spouse, parent, child, or sibling. Moreover, pursuant to the requirements of § 455.104(a)(3), the Contractor shall disclose the name of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest.

THE REMAINDER OF THIS PAGE HAS DELIBERATELY BEEN LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

XXXXXXXXXXXX

Indiana Family & Social Services Administration

By:\s1\

By:\s2\

Title:\t1\

Title:\t2\

Date:\d1\

Date:\d2\

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

EXHIBIT 1
ACKNOWLEDGEMENT OF AWARENESS,
SERVICES TO BE PROVIDED

1. ACKNOWLEDGMENT OF AWARENESS

By executing this agreement, the Medicare Advantage Organization (MAO) Contractor acknowledges it is aware of and understands the following:

- A. The State values the opportunities for increased integration of care and improved health outcomes that the alignment of Medicaid and Medicare systems could provide and views increased alignment as a primary tool to achieve its LTSS program goals. To support these values, the State is currently developing a Managed Medicaid Long-Term Services and Supports program (mLTSS) for existing Fee-For-Service Long-Term Services and Supports (LTSS) programs for individuals aged 60 and older. This program would serve a significant proportion of dually-eligible members;
- B. The State views Medicare Advantage Dual-eligible Special Needs Plan(s) (D-SNP(s)) as a critical component of any new mLTSS program to better align and integrate care for its dually eligible members;
- C. The State intends for its mLTSS program to be fully operational in the first quarter of calendar year 2024;
- D. The State intends to require all mLTSS Plans to develop and operate statewide companion D-SNPs;
- E. The State may ultimately choose to limit D-SNP marketplace participation with an expectation that only Contractors with the same parent company as a Medicaid Managed Care Entity (MCE) that is awarded an mLTSS contract would continue to operate in the State post-mLTSS implementation. The State views this potential requirement as the best way to ensure sufficient and sustainable alignment and integration between Medicaid and Medicare in a mLTSS system into the future;
- F. In the contract years prior to mLTSS implementation, the State anticipates continually developing and enhancing its State Medicaid Agency Contract (SMAC) requirements for D-SNPs operating in the State. The State intends to build more robust partnerships and increased collaboration with all MAO Contractors to effectively advance integration goals for Indiana's dually eligible members; to improve health outcomes for dually-eligible individuals in Indiana through increased alignment of care; and to best position the State for future mLTSS program success.

2. BACKGROUND

FSSA administers the Medicaid program in the State of Indiana under Title XIX of the Social Security Act.

Contracts with the Centers for Medicare & Medicaid Services (CMS) to sponsor Medicare Advantage Organizations (MAO) under Title XVIII of the Social Security Act, including Medicare Advantage Dual-eligible Special Needs Plan(s) (D-SNP(s)) that arrange for the provision of Medicare services for individuals who are dually eligible for both Medicare and Medicaid benefits pursuant to Titles XVIII and XIX of the Social Security Act.

The Medicare Improvements for Patients and Providers Act of 2008 and its implementing regulations issued by CMS require that the MAO enter into a contract with the State Medicaid Agency to coordinate benefits and/or services for Members of MAO's D-SNP(s) within the State.

The Balanced Budget Act of 2018 and its implementing regulations issued by CMS require the MAO D-SNP to maintain a level of integration between Medicaid and Medicare.

The MAO and the State desire to enter into an arrangement regarding the provision of Medicare benefits by the MAO's D-SNPs within the State in an effort to improve the integration and coordination of such benefits as well as to improve the quality of care and reduce the costs and administrative burdens

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associated with delivering such care.

3. DEFINITIONS

High-Risk Member: An Indiana Medicaid member who is enrolled with Aged and Disabled (A&D) Waiver services.

Aged and Disabled Waiver: Provides an alternative to nursing facility admission for adults and persons of all ages with a disability. The waiver is designed to provide services to supplement informal supports for people who would require care in a nursing facility if waiver or other supports were not available. Waiver services can be used to help people remain in their own homes, as well as assist people living in nursing facilities to return to community settings such as their own homes, apartments, assisted living or Adult Family Care.

Qualified Medicare Beneficiary (QMB) Only: The member's benefits are limited to payment of the member's Medicare Part A (if member is not entitled to free Part A) and Part B premiums as well as deductibles and coinsurance or copayment for Medicare-covered services only.

Qualified Medicare Beneficiary Plus (QMB+): The member's benefits include payment of the member's Medicare premiums, deductibles, and coinsurance or copayment on Medicare-covered services in addition to Traditional Medicaid benefits.

Specified Low-Income Medicare Beneficiary (SLMB) Only: The member's benefits are limited to payment of the member's Medicare Part B premium only.

Specified Low-Income Medicare Beneficiary Plus (SLMB+): The member's benefits include payment of the member's Medicare Part B premium in addition to Traditional Medicaid benefits throughout each month of eligibility, including deductibles, co-insurance and co-pays (except for Part D).

Qualifying Individual (QI): The member's benefit is payment of the member's Medicare Part B premium. The Eligibility Verification System (EVS) identifies this coverage as Qualified Individual.

Qualified Disabled Working Individual (QDWI): The member's benefit is payment of the member's Medicare Part A premium. The EVS identifies this coverage as Qualified Medicare Beneficiary.

Other Full-Benefit Dually Eligible (FBDE): The member is eligible for Medicaid either categorically or through optional coverage groups but is not enrolled for QMB or SLMB. An FBDE is eligible for Medicaid payment of Medicare premiums, deductibles, co-insurance and co-pays (except for Part D).

Category	Medicare Part A Premiums	Medicare Part B Premiums	Medicare Cost Sharing (Except Part D)		Other Medicaid Benefits
			Part A	Part B	
QMB Only	X	X	X	X	
QMB Plus	X	X	X	X	X
FBDE	X	X	X	X	X
SLMB+		X	X	X	X
SLMB		X			
QI		X			
QDWI	X				

EXHIBIT 1
ACKNOWLEDGEMENT OF AWARENESS,
SERVICES TO BE PROVIDED

4. DUTIES OF CONTRACTOR

The Contractor shall provide the following services relative to this Contract:

- A. Any policy offered under this Contract must be reviewed by the Centers for Medicare & Medicaid Services (CMS).

Coordination of Care, Services, and Payments

- B. The MAO will make available to Medicaid qualified recipients ("Qualified Recipients") who have Medicare Part A and Part B coverage and reside in the Counties listed in Section K of this clause, a health insurance policy (the "Plan") providing benefits as outlined in the MAO's Medicare Advantage health benefit plan. MAO shall be responsible for coordinating the Plan benefits with the Medicaid covered services as set forth in **ATTACHMENT A** to this Exhibit 1, entitled **MEDICAID SERVICES**.
- C. The MAO shall assist members in coordinating all needed Medicaid services, facilitating access to those services, and arranging for the provision of such services through identification and referral to participating Medicaid providers—including long-term services and supports (LTSS) and home and community-based service (HCBS) providers—in its provider network and within its approved service area as defined in section N of this clause.
- D. The Contractor shall be responsible for providing care coordination for all Medicare and Medicaid services for all members the State has designated as High-Risk. For the purposes of this contract, FSSA defines a High-Risk member as any member who is currently enrolled in the Aged and Disabled (A&D) waiver program.
- E. The MAO shall develop written care coordination policies for members identified as High-Risk under Section D of this clause and the definitions above. Written care coordination policies and amendments for any contract year shall be submitted to FSSA for review and approval at least sixty (60) days prior to the start of the contract year. The MAO shall also include a summary of these care coordination policies and procedures in its CMS-required Model of Care (MOC) and submit to FSSA in draft form for review of all Medicaid-related provisions.
- F. The MAO shall ALSO refer within two (2) business days to the appropriate Indiana Area Agency on Aging (AAA) any member identified as having strong predictors of needing LTSS but who may not already be enrolled in the A&D waiver or may not be receiving any LTSS currently. Strong predictors of needing LTSS shall be identified through MAO health risk assessment or a change in health status that may include but is not limited to members:
- 1) Admitted to a Skilled-Nursing facility (SNF);
 - 2) Needing help in Activities of Daily Living (ADLs);
 - 3) Having a diagnosis of dementia.

The MAO shall regularly communicate and consult with all Indiana AAAs to maintain up-to-date and relevant contact information as well as sufficient working knowledge of AAA operation and practices as part of the written care coordination policies developed pursuant to Section E of this clause.

- G. The MAO shall join and maintain access to the Indiana Health Information Exchange (IHIE) to enhance its capacity and effectiveness in coordinating care for members as well as drive ongoing improvement to service transparency. This shall include at a minimum to:

EXHIBIT 1
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- 1) Access to the daily transmission of the Admission, Discharge, and Transfer (ADT) Alerts Standard Report file.
 - 2) Access to CareWeb for care management purposes.
- H. The MAO shall recognize limits on the out-of-pocket costs for the dual-eligible persons enrolled in one of its Plans. MAO shall not impose cost-sharing requirements on dual-eligible Plan members that would exceed the amounts permitted under Medicaid regulations.
- I. Medicaid is required by federal regulations to access all third-party payment sources and to seek reimbursement for services that have also been paid by Medicaid. "Third Party" means an individual, institution, association, corporation or public or private agency, including Medicare, private health insurance and workers compensation insurance that is liable for payment of all or part of the medical cost of injury, disease or disability of a Medicaid beneficiary. The MAO shall cooperate with the State's efforts to enforce third party liability, including procedures for appropriate coordination of benefits between Medicare and Medicaid. Medicare benefits, including those offered by MAO through its Plans, will sometimes pay after third party resources other than Medicaid and nothing in this agreement shall prevent the MAO from enforcing its rights with regard to payments of and by any non-Medicaid third party.

Eligibility and Enrollment

- J. Members will be enrolled in the MAO dual-eligible program effective the month after enrollment application is submitted by the enrollee.
- K. The MAO will verify, prior to enrollment of a potential Qualified Recipient, the individual's Medicare eligibility. The MAO will provide the State with an electronic submission, in a mutually agreed upon format, of those Qualified Recipients that have voluntarily enrolled and disenrolled in the Plan. The State shall verify the eligibility of those persons on the submission and return the enrollment information to MAO as soon as reasonably possible. For those enrollees who are not certified as eligible by the State and for which CMS records indicate that the recipient should be eligible, it will be the responsibility of MAO to resubmit the enrollment to the State on the next submission, specifying the retroactive effective date of the enrollment in the Plan. Enrollments are otherwise effective only on a monthly basis, with the eligibility period beginning as of the first day of the month after the enrollment is received.
- L. The MAO shall provide "Deemed Continued Eligibility" for six (6) months to maintain the maximum continuity of care for individuals that no longer meet D-SNP eligibility criteria due to a temporary loss of Medicaid eligibility (Chapter 2, *Medicaid Managed Care Manual*, §50.2.5 – "Loss of Special Needs Status" found at <https://www.cms.gov/files/document/cy2021-ma-enrollment-and-disenrollment-guidance.pdf>).
- M. The MAO shall enroll dual-eligible persons in D-SNP for the following dual-eligible categories, as defined above:
- 1) Only full-benefit dually-eligible beneficiaries [QMB+, SLMB+, and FBDE]
 - 2) QMB
 - 3) QMB+
 - 4) FBDE
 - 5) SLMB+

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- 6) SLMB
- 7) QI
- 8) QDWI

The MAO may, with CMS and State approval, enroll dual-eligible persons using some, but not all of the categories above. The MAO may, with CMS and State approval, later expand to enroll dual-eligible persons using additional categories from the list above or request to enroll using fewer of these categories. The MAO shall submit to the State in writing all subsequent requests to change enrollment categories.

Information Sharing

N. Upon learning a member, who is identified as High-Risk under Section D of this clause and in the Definitions above, is subject to one of the following scenarios, the Contractor shall notify FSSA within two (2) business days, in a manner and format to be prescribed by FSSA:

- 1) A High-Risk member is admitted, discharged, or transferred to/from an acute care hospital or Skilled-Nursing facility;
- 2) A High-Risk member receives observation or emergency care within an acute care hospital.

In the event that the MAO delegates its responsibility for notifying FSSA under this clause to a subcontractor, the MAO shall retain responsibility for compliance with the notification requirements in this clause.

- O. Upon receiving notification of admission, discharge, or transfer to/from an acute care hospital or Skilled-Nursing facility the Contractor shall coordinate care management activities with the Division of Aging and the member's designated Medicaid HCBS A&D Waiver service coordinator, henceforth referred to as 'service coordinator'. The Contractor shall coordinate with the caseworker regarding discharge/transition planning including the arrangement of all medically necessary home health, private duty nursing support, and/or durable medical equipment.
- P. Upon receiving notification of an observation stay or emergency care, the Contractor shall coordinate care management activities with the service coordinator to address the member's needs and services.
- Q. The State will use an extract process, or other system of data sharing, to provide the D-SNP the ability to determine Medicaid participant enrollment and High-Risk status.

5. REPORTING REQUIREMENTS

- A. D-SNPs shall submit the following to FSSA in the timeframes indicated below, and in the manner and format specified and/or subsequently agreed upon by the State:
 - 1) Monthly D-SNP enrollment and disenrollment reports submitted to CMS within seven (7) business days of submission;
 - 2) The Monthly Membership Report (MMR) file received from CMS with all fields included within thirty (30) business days of receipt;
 - 3) Monthly Medicare encounter data to be received no later than fifteen (15) business days from the first day of the following month. The MAO and the State shall establish a project plan for

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Medicare encounter data sharing no later than ninety (90) days prior to the start of the contract year. The MAO and the State shall make good-faith efforts to operationalize this project plan and implement a final data sharing process no later than one hundred and eighty (180) days after contract effective date. Requested Medicare encounter data shall include at minimum all Hospital, Skilled-Nursing Facility (SNF), and Emergency Department (ED) utilization. The State and the MAO shall make good faith efforts to establish mutually agreeable processes for the sharing of Medicare encounter data;

- 4) Currently reported quality assessment data and deliverables consistent with those described in Chapter 5 of the Medicare Managed Care Manual, Section 30 (found at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c05.pdf>) to be received within thirty (30) business days of submission or receipt—which includes but is not limited to:
 - Audited summary-level and patient-level Healthcare Effectiveness Data and Information Set (HEDIS) data the MAO is required to submit to National Committee for Quality Assurance (NCQA) and CMS respectively;
 - The final NCQA HEDIS Compliance Audit Report provided to the MAO by the NCQA-licensed audit firm;
 - All Medicare Health Outcomes Survey (HOS) data feedback reports provided to the MAO by CMS;
 - Any reports or materials pertaining to annual MAO participation in the Medicare Advantage and Prescription Drug Plan (MA & PDP) Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey.
- 5) Significant changes to the terms of the Medicare contract with CMS, including D-SNP non-renewals, terminations, and service area reductions within fifteen (15) business days of approval by CMS;
- 6) Audit findings and corrective action plans, within fifteen (15) business days of either being notified by CMS or submitting them to CMS;
- 7) Any changes made to the use of projected Medicare savings and rebates within fifteen (15) business days of CMS approval of the changes;
- 8) Notices of non-compliance from CMS within fifteen (15) business days of the notification;
- 9) Sanctions of any kind imposed by CMS within fifteen (15) business days of the notification;
- 10) Performance information, including CMS warning letters, deficiency notices, and notices of Medicare star ratings less than 3.0, within fifteen (15) business days of the notification;
- 11) The Model of Care (MOC), within fifteen (15) business days of receipt of approval by CMS when initially approved and, thereafter, within fifteen (15) business days of receipt of CMS acceptance and approval of any subsequent redline changes;
- 12) All information and materials pertaining to any Supplemental Benefits [as defined in Chapter 4, Section 30 and Chapter 16b, Sections 20.2.6.1 – 3 of the *Medicare Managed Care Manual* found at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c04.pdf> and <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c16b.pdf> respectively] approved by CMS to be included in the D-SNP plan benefit package (PBP) for the following year shall be provided to FSSA within thirty (30) calendar days of MAO bid approval by CMS. This should include a written explanation of the PBP bid development process and rationale for the MAO's specific Supplemental Benefit choices included as part of the D-SNP benefit package. The State and the MAO shall make good faith efforts to establish mutually agreeable processes for

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exchanging this information and maintaining the confidentiality of all shared proprietary materials pertaining to MAO Supplemental Benefits;

- 13) Member newsletters must be submitted to the State—for informational purposes—within ten (10) business days of date of being provided to members;
 - 14) Other communication materials pursuant to CMS requirements and/or specified by FSSA must be submitted to the State—for informational purposes—within fifteen (15) business days of their submission to CMS.
 - 15) Copies of all marketing strategies, oral and written solicitations, application and enrollment forms, member policies and any other materials specifically related to the enrollment of dually eligible D-SNP plan members—for informational purposes within thirty days (30) of CMS approval;
- B. Materials that contain reference to Indiana Medicaid program benefits or any Indiana Medicaid program must be submitted to FSSA for review and written approval prior to submission to CMS. The MAO shall provide for at minimum twenty-one (21) days for FSSA to review and to request modifications. In its submission, the MAO must clearly identify and locate all specific references to Medicaid program benefits and/or Indiana Medicaid programs as well as provide a clear description of the particular marketing methods/media being used to promote them. During the State review process, the MAO shall respond to all State requests for additional information and fully address any State-identified issues and/or requested modifications. The State and the MAO shall make good faith efforts to establish mutually agreeable processes to identify the types of materials subject to FSSA review;
- C. The MAO shall not use the Medicaid provider listing as a resource for marketing purposes. Any attempt to use the Medicaid provider information without obtaining explicit written approval from FSSA may result in termination of this contract;
- D. FSSA may request Ad Hoc reports and/or information from the MAO. The contractor must fulfill these requests within fifteen (15) business days of the date of the request unless otherwise agreed upon by FSSA.

EXHIBIT 1, ATTACHMENT A **MEDICAID SERVICES**

Is the Benefit Covered?	Copayment Requirement	Prior Approval Requirement	Coverage Limitations	Reimbursement Methodology	Populations Covered
Institutional and Clinic Services					
Clinic Services, by an organized facility or clinic not part of a hospital: Freestanding Ambulatory Surgery Center					
Yes				Fee for service, with surgical procedures grouped using Medicare methodology.	CN
Clinic Services, by an organized facility or clinic not part of a hospital: Public Health and Mental Health Clinics					
Yes				Fee for service or reasonable charge	CN
Federally Qualified Health Center Services					
Yes				Prospective cost based rate/encounter	CN
Inpatient Hospital Services, other than in an Institution for Mental Diseases					
Yes		Specified admissions, including to rehab and burn centers	Second opinions required for specified procedures, LOS less than 24 hours considered outpatient except for newborns, substance abuse treatment limited to detoxification	Prospective payment/discharge using DRG, prospective per diem for rehab and burn centers	CN
Outpatient Hospital Services					
Yes	\$3/non-emergency visit in ER			Fee for service, with surgical procedures grouped using Medicare methodology	CN
Rehabilitation Services: Mental Health and Substance Abuse					
Yes		Yes	14 therapeutic leave days/year in psychiatric residential treatment facilities	Fee for service with services of specified mid-level practitioners paid 75% of physician fee, prospective cost based per diem for psych residential treatment facilities	CN
Rural Health Clinic Services					
Yes				Prospective cost based rate/encounter	CN
Practitioner Services					
Certified Registered Nurse Anesthetist Services					
Yes				Fee for service at 60% of physician fee	CN
Chiropractor Services					
Yes			50 therapeutic physical medicine treatments/year including up to 5 office visits	Fee for service	CN
Dental Services					
Yes		Specified services including non-emergency inpatient procedures and oral surgery	\$1000 maximum benefit/year included with denture services, exam and cleaning 1/year (2/year for nursing facility residents), frequency of x-rays limited by type, periodontia limited, second opinions required for specified procedures	Fee for service	CN
Medical and Remedial Care - Other Practitioners					
Medical/Surgical Services of a Dentist					
Yes		Specified services including non-emergency services provided on an inpatient hospital basis and oral surgery	Second opinions required for specified procedures, ambulatory services limited	Fee for service	CN
Nurse Midwife Services					
Yes				Fee for service	CN
Nurse Practitioner Services					
Yes				Fee for service at 75% of physician fee	CN
Optometrist Services					
Yes			1 refractive exam/2 years	Fee for service	CN
Physician Services					
Yes		Specified surgical procedures, procedures exceeding specified cost limits	30 visits/year	Fee for service, services performed with assistance of second surgeon or in outpatient setting rather than office paid reduced fee	CN
Podiatrist Services					
Yes		Inpatient hospital services and specified services associated with orthopedic shoes and appliances	Routine foot care covered only for specified systemic conditions at 6 visits/year, second opinion required for specified services	Fee for service	CN
Psychologist Services					
Yes		Specified services including psychological testing	20 service/time units/year	Fee for service	CN
Prescription Drugs					
Prescription Drugs					
Yes	\$3/Rx	Specified drugs		AWP-16% for brand Rx, AWP-20% for generic Rx, plus \$4.90 dispensing fee for each	CN

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Is the Benefit Covered?	Copayment Requirement	Prior Approval Requirement	Coverage Limitations	Reimbursement Methodology	Populations Covered
Physical Therapy and Other Services					
Occupational Therapy Services					
Yes		Therapy not following hospital discharge or after 30 days of discharge	30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Fee for service	CN
Physical Therapy Services					
Yes		Therapy not following hospital discharge or after 30 days of discharge	12 hours/30 days or 30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Fee for service	CN
Services for Speech, Hearing and Language Disorders					
Yes		Specified services including therapy not following hospital discharge or after 30 days of discharge	1 audiological testing and evaluation/3 years, 30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Fee for service	CN
Products and Devices					
Dentures					
Yes		Yes	\$600 maximum benefit/year included with dental services	Fee for service	CN
Eyeglasses					
Yes			1 pair eyeglasses/5 years, age-specific minimum diopter correction required for initial and replacement eyeglasses	Fee for service	CN
Hearing Aids					
Yes		Yes	1 hearing aid/5 years	Fee for service	CN
Medical Equipment and Supplies					
Yes		Specified med equipment and med supply items	\$1950 maximum benefit/year for incontinence products and products must be obtained from a contracted vendor	Fee for service using historical Medicare payment rates	CN
Prosthetic and Orthotic Devices					
Yes		Yes		Fee for service	CN
Transportation Services					
Ambulance Services					
Yes	\$.50-\$2/non-emergency transport, depending on payment	Non-emergency transports or transports greater than 50 miles		Fee for service	CN
Non-Emergency Medical Transportation Services					
Yes	\$.50-\$2/trip, depending on payment		20 one-way trips less than 50 miles/year	See service-specific FN	CN

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MEDICAID SERVICES**

Is the Benefit Covered?	Copayment Requirement	Prior Approval Requirement	Coverage Limitations	Reimbursement Methodology	Populations Covered
Other Services					
Diagnostic, Screening and Preventive Services					
Yes				Dependent upon service and billing provider	CN
Early and Periodic Screening, Diagnosis and Treatment					
See service-specific FN.					
Extended Services for Pregnant Women					
Family Planning Services					
See service-specific FN.					
Laboratory and X-Ray Services, outside Hospital or Clinic					
Yes				Fee for service	CN
Targeted Case Management					
Yes			Quantity and frequency limits vary by group served	Fee for service	CN
Long-Term Care Services					
Community Based Care					
Home and Community Based Services Waiver					
Yes		Yes	Services for the	Dependent upon the services provided	CN
Home Health Services, includes nursing services, home health aides, and medical supplies/equipment					
Yes			120 hours of care within 30 days of hospital discharge if ordered by physician, 30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Prospective cost based rates	CN
Hospice Care					
Yes		Yes		Prospective rates based on Medicare methodology	CN
Personal Care Services					
No					
Private Duty Nursing Services					
No					
Program of All-Inclusive Care for the Elderly					
No					
Institutional Care					
Inpatient Hospital, Nursing Facility and Intermediate Care Facility Services In Institutions for Mental Diseases, age 65 and old					
Yes		Yes for elective admissions	Services limited to hospital settings, 60 therapeutic leave days/year	Prospective cost based per diem, leave days paid at 50% of facility's rate	CN
Inpatient Psychiatric Services, under age 21					
Yes		Yes	14 therapeutic leave days/year	Prospective cost based per diem, leave days paid at 50% of facility's rate	CN
Intermediate Care Facility Services for the Mentally Retarded					
Yes		For LOC determination upon admission	15 hosp leave days/hospitalization, 60 therapeutic leave days/year	Prospective cost based per diem, leave days paid at 50% of facility's rate	CN
Nursing Facility Services, other than in an Institution for Mental Diseases					
Yes		For LOC determination upon admission, therapies, specified prescription drugs	15 consecutive hosp leave days/hosp, 30 therapeutic leave days/year	Prospective per diem based on cost, leave days paid at 50% of facility's rate if 90% occupancy requirement met	CN
Religious Non-Medical Health Care Institution and Practitioner Services					
Yes			Practitioner services not covered	Prospective cost based per diem	CN

EXHIBIT 2
Dual Eligibility Categories and SERVICE AREA

The MAO is filing the D-SNP under the following categories for the following counties:

XXXXX:

Categories:

The MAO may, with CMS and State approval, later expand to enroll dual-eligible persons using additional categories listed on Exhibit 1 or request to enroll using fewer of these categories. The MAO shall submit to the State in writing all subsequent requests to change enrollment categories.

Counties:

The MAO may later include additional counties in this contract with CMS and State approval for any future expansions into additional counties and for additional capitation payments. The MAO shall submit to the State in writing all subsequent requests to include additional counties not previously included in the MAO service area.